RHODE ISLAND HOSPITAL TRUST NATIONAL BANK

ONE HOSPITAL TRUST PROVIDENCE

RHODE ISLAND 02903

401 278 8000

May 30, 1978

JUN 1 11 58 AN T

Interstate Commerce Commission
Commerce Building, Room 1227 RECORDATION NO.

9411 Filed & Recorded

Washington, D. C. 20423

JUN 1 1978 -12 00 PM

Attention: Mrs. Mildred Lee

MILHALATE COMMERCE COMMISSION

Dear Mrs. Lee:

We are enclosing three copies of a Security Agreement in connection with the financing of railroad cars for Mr. John J. McMullen, Numbers PLMX 5037, 5038, 5039, 5040, 5041, 5042, 5043, 5044, 5045, and 5046.

The enclosed document is to be recorded pursuant to the provisions of section 20c of the Interstate Commerce Act, 49 U.S.C. 20c.

Please perfect a Security Interest with regard to these matters. Enclosed is a \$50 fee covering the recordation of the subject document.

Very truly yours,

William S. Slocum

Assistant Vice President

WSS/bg Enclosures

8-4.52A(23

*** ****** 1 1971

THE STATE OF THE S

ICC Washington D. C.

Interstate Commerce Commission Washington, D.C. 20423

6/1/78

OFFICE OF THE SECRETARY

William S. Slocum
Assistant Vice President
Rhode Island Hospital Trust National Bank
One Hospital Trust Plaza
Providence, Rhode Island 02903

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act.

49 U.S.C. 20(c), on 6/1/78

t 10

12:00pm

and assigned recordation number(s)

9411

Sincerely yours,

H.G. Homme, Jr. Acting Secretary

Enclosure(s)

JUN 1 1978 - 12 00 PM

MALIBIALE COMMERCE COMMISSION

SECURITY AGREEMENT - RAILROAD CAR

Α.	PARTIES					
	1.	Debtor _	John J. McMullen			
	2.	Address	53 Undercliff Road, Montclair, New Jersey 07042			
	3.	Bank:	Rhode Island Hospital Trust National Bank			
	4.	Address:	One Hospital Trust Plaza Providence, Rhode Island 02903			
В.	AGREEMENT					
	Debt	or grants	e applicable terms of this security agreement, to Bank a security interest in the collateral payment of the obligation.			
c.	OBLIGATION					
	1. The following is the obligation secured by agreement:					
		a. Note	executed by John J. McMullen			
		*	Three hundred thirty-five thousand one hundred and thirty dollars and 00/100			
		(\$ <u>3</u>	35,130.00) Dollars, dated the 19th day of			
			May , 1978.			
	· .	ever	past, present, and future advances, of what- type, by Bank to Debtor, and extension and wals thereof.			
		ever not	existing and future liabilities, of what- type, of Debtor to Bank, and including (but limited to) liability for overdrafts and as rser and surety.			

- d. All costs incurred by Bank to obtain, preserve and enforce this security interest, collect the obligation and maintain and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs and expenses of sale.
- e. Interest on the above amounts, as agreed between Bank and Debtor, or if no such agreement, at the maximum rate permitted by law.

D. COLLATERAL

1. The security interest is granted in the following collateral: see Exhibit "A-I"

E. AGREEMENTS OF DEBTOR:

- l. Debtor will: take adequate care of collateral, insure the collateral for such hazards and in such amounts as Bank directs, policies to be satisfactory to Bank; pay all costs necessary to obtain, preserve and enforce this security interest, collect the obligation and preserve the collateral and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses; furnish Bank with any information on the collateral and the obligation; sign any papers furnished by Bank which are necessary to obtain and maintain this security interest; take necessary steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the collateral; transfer possession of all instruments, documents and chattel paper which are part of the collateral to Bank immediately, or as to those hereafter acquired, immediately following acquisition; notify Bank of any change occurring in or to the collateral, or in any fact or circumstances warranted or represented by Debtor in this agreement or furnished to Bank, or if any event of default occurs.
- 2. Debtor will not (without Bank's consent): allow the collateral to become an accession to other goods; sell, lease (in which case such consent will not be unreasonably withheld), otherwise transfer, manufacture, process, assemble or furnish under contracts of service, the collateral.

3. Debtor warrants: No financing statement, mortgage or deed of trust has been filed with respect
to the collateral, other than relating to this
security interest; Debtor is absolute owner of
the collateral, and it is not encumbered other than
by this security interest; all account debtors and
obligors, whose obligations are part of the collateral, are to the extent permitted by law prevented from asserting against Bank any claims or
defenses they have against sellers.

F. RIGHTS OF BANK

Bank may, in its discretion, before or after default: require Debtor to give possession or control of the collateral to Bank; indorse as Debtor's agent any instruments or chattel paper in the collateral; notify account debtors and obligors on instruments to make payment direct to Bank; contact account debtors directly to verify information furnished by Debtor; take control of proceeds and use cash proceeds to reduce any part of the obligation; take any action Debtor is required to take or otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the collateral, without notice to Debtor, and add costs of same to the obligation (but Bank is under no duty to take such action); release collateral in its possession to Debtor, temporarily or otherwise; require additional collateral; take control of funds generated by the collateral, such as lease payments and use same to reduce any part of the obligation; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; revoke any permission or waiver previously granted to Debtor.

G. MISCELLANEOUS

The rights and priviliges of Bank shall inure to its successors and assigns. All representations, warranties and agreements of Debtor are joint and several if Debtor is more than one and shall bind Debtor's personal representations, heirs, successors and assigns. Definitions in the Uniform Commercial Code as adopted in the State of Texas apply to words and phrases in this agreement; if Code definitions conflict, Article 9 definitions apply. Debtor waives presentment, demand, notice of dishonor, protest and extension of time without notice as to any instruments and chattel paper in the collateral.

H. DEFAULT

- Any of the following is an event of default: failure of Debtor to pay any note in the obligation in accordance with its terms, or any other liability in the obligation on demand, or to perform any act or duty required by this agreement; falsity of any warranty or representation in this agreement when made; substantial change in any fact warranted or represented in this agreement; involvement of Debtor in bankruptcy proceedings; death, dissolution or other termination of Debtor's existence; merger or consolidation of Debtor with another; substantial loss theft, destruction, sale, reduction in value, encumbrance of, damage to or change in the collateral; modification of any contract, the rights to which are part of the collateral; levy on, seizure or attachment of the collateral; judgment against Debtor; filing any financing statement or other lien claim with regard to the collateral, other than relating to this security interest; Bank's belief that the prospect of payment of any part of the obligation or the performance of any part of this agreement is impaired.
- 2. Upon the occurrence of any event or condition of default set forth above, the Bank shall have all the rights and remedies provided by the Uniform Commercial Code, including, but not limited to, the right to take possession of the collateral; the right to require the Debtor to assemble the collateral and make it available to Bank at a place designated by the Bank; the right to sell, lease or otherwise dispose of any or all of the collateral in its then condition or following any commercially reasonable preparation or processing. Disposition of the collateral may be by public or private proceedings and may be made by way of one or more contracts, as a unit or in parcels and at any time and place and on any terms and in any manner which is commercially reasonable. Reasonable notification of the time and place of any public sale or reasonable notice of the time after which any private or other intended disposition is to be made shall be sent by the Bank to the Debtor,

if it has not signed after default a statement renouncing or modifying its rights of notification of sale. The requirements of reasonable notification shall be met if such notice is mailed, postage prepaid, to the address of the Debtor as shown herein at least ten (10) days prior to the time of sale or disposition.

I. FIRST AND PRIOR LIEN

June 30, 1981

This security interest grants to Bank a first and prior lien to secure the payment of the obligations secured hereby and extensions and renewals thereof. If Bank disposes of the collateral following default, the proceeds of such disposition available to satisfy the indebtedness shall be applied first to the notes listed herein, and renewals and extensions thereof, in the order of execution, and thereafter to all remaining indebtedness secured hereby, in the order in which such remaining indebtedness was executed or contracted. For the purpose of this paragraph, an extended or renewed note will be considered executed on the date of the original note.

IN WITNESS WHERE	EOF the	Debtor has hereunto set its
hand this $\frac{19}{}$	day of	MAY, 1978.
	ē.	Im Me Mulle
	٠.	
Sleaner T. munio	le	
Eleanos T. Munso Notary Rublic		DEBTOR
J My Commission Expires	1	

EXHIBIT "A-1"

RAILCARS

(1) Railcars managed by RMI for Owner under Management Agreement

No. of Cars	Type of Car	AAR Reporting Marks
10 new	4,000 cubic foot capacity 100 Ton Trucks, high-side, solid bottom gondola. Built by Thrall Car Manufacturing Company	PLMX 5037,5038,5039,5040,5041,5042 5043,5044, 5045,5046